

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

KIMBERLEE VEN HOUSEN

Plaintiff,

Case No.: 20-CV-1097

v.

RV WORLD, INC OF NOKOMIS d/b/a
GERZENY'S RV WORLD,
WINNEBAGO INDUSTRIES, INC. and
MERCEDES-BENZ USA, LLC,

Defendants.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

Plaintiff,

Case No.: 20-CV-1099

v.

WINNEBAGO INDUSTRIES, INC. and
MERCEDES-BENZ USA, LLC,

Defendants.

**DEFENDANT WINNEBAGO, INDUSTRIES, INC.'S ANSWER AND AFFIRMATIVE
DEFENSES TO MERCEDES-BENZ USA, LLC'S CROSS-CLAIM**

NOW COME the above-named defendant, Winnebago, Inc., by their counsel, Cade Law Group, LLC, and as for an Answer and Affirmative Defenses to the Cross-Claim of Mercedes-Benz USA, LLC, hereby admits, denies, and shows to the Court as follows:

1. Realleges and incorporates herein by reference as though fully set forth the plaintiffs' Amended Complaint as limited by the Answer and Affirmative Defenses of the

defendant, MBUSA.

ANSWER: No response is due to Paragraph 1 of the Cross-Claim. To the extent a response is due, Winnebago denies the allegations contained therein and puts Mercedes-Benz USA, LLC to its proof thereon.

2. That if it is found that there is joint or sole negligence and/or liability, whether strict or otherwise on the part of the codefendants, Winnebago and/or Gerzenys, then, and in that event, MBUSA will be entitled to contribution and/or indemnity from the codefendants, Winnebago and Gerzenys, in accordance with the laws of the State of Wisconsin.

ANSWER: Winnebago denies the allegations contained in Paragraph 2 of the Cross-Claim. Winnebago further alleges that the contract(s) between the parties control as to duties and obligations.

AFFIRMATIVE DEFENSES

And as to separate and affirmative defenses, this answering party, Winnebago, Inc., by its Counsel, Cade Law Group, LLC, hereby state and allege to the Court as follows:

1. Winnebago adopts and incorporates by reference its answer and affirmative defenses to the complaints of Plaintiff Kimberley Ven Housen and State Farm Mutual Insurance Company as if fully stated here.

2. Mercedes-Benz USA, LLC, upon information and belief, has failed to state a claim upon which relief can be granted.

3. Winnebago reserves all other affirmative defenses that may be waived if not pled and the right to amend this answer to assert additional defenses as discovery proceeds.

WHEREFORE, for the foregoing reasons, this answering party, Winnebago Inc. hereby demands judgment, dismissing this cross-claim, as well as the filed complaints, with prejudice, on their merits, together with taxable costs, disbursements, attorney's fees and for such other further relief as this Court deems just and equitable.

Dated this 15th day of December, 2020.

CADE LAW GROUP LLC

By: 

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